

CITY OF FAIRFIELD

RESOLUTION NO. 2018 - 53

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO TNT
INDUSTRIAL CONTRACTORS INC. FOR THE NORTH BAY REGIONAL WATER
TREATMENT PLANT SITE PIPING, VALVES AND VAULTS IMPROVEMENTS
PROJECT**

WHEREAS, the bid opening for the North Bay regional Water Treatment Plant Site Piping, Valves and Vaults Improvements Project took place on February 27, 2018; and

WHEREAS, the apparent low bidder was TNT Industrial Contractors, Inc. in the amount of \$1,952,817; and

WHEREAS, staff has reviewed the bid documents from TNT Industrial Contractors, Inc., and found them to be in order; and

WHEREAS, staff is recommending that the City Council award a contract to TNT Industrial Contractors Inc., as the lowest responsible and responsive bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the North Bay Regional Water Treatment Plant Site Piping Project are hereby approved.

Section 2. The City Manager is directed to enter into a contract with TNT Industrial Contractors Inc. for the North Bay Regional Water Treatment Plant Site Piping, Valves and Vaults Improvements Project for the amount of \$1,952,817.00.

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 3rd day of April, 2018, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/~~MOYA~~VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Moy

ABSTAIN: COUNCILMEMBERS: NONE

Harry T. Pudd
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of May 11, 2018, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and TNT INDUSTRIAL CONTRACTORS, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

NORTH BAY REGIONAL WATER TREATMENT PLANT SITE PIPING, VALVES AND VAULTS IMPROVEMENTS PROJECT

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by NV5, Inc.
numbered Sheet 1 through Sheet 27
and dated January 5, 2018
- b. Advertisement for Bids.
- c. The Accepted Bid, dated February, 27, 2018
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Special Provisions.
 - 2) City of Fairfield Standard Details and Specifications, 2017 edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- f. Performance Bond, dated Apr. 1 9, 2018.
- g. Labor and Material Bond, dated Apr. 1 9, 2018.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed by **FEBRUARY 1, 2019**.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SITE PIPING, VALVES AND VAULTS IMPROVEMENTS PROJECT**

BID SCHEDULE

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
201	MOBILIZATION/DEMObILIZATION	LS	1	\$62,683.00	\$62,683.00
202	STORM WATER POLLUTION PREVENTION	LS	1	\$10,871.00	\$10,871.00
203	SHORING AND BRACING	LS	1	\$296,053.00	\$296,053.00
204	SITE CLEARING AND GRUBBING	LS	1	\$8,574.00	\$8,574.00
205	VACAVILLE TREATED WATER VALVE VAULT - STRUCTURAL	LS	1	\$191,149.00	\$191,149.00
206	VACAVILLE TREATED WATER VALVE – MECHANICAL	LS	1	\$58,125.00	\$58,125.00
207	FAIRFIELD TREATED WATER VALVE VAULT - STRUCTURAL	LS	1	\$190,707.00	\$190,707.00
208	FAIRFIELD TREATED WATER VALVE VAULT - MECHANICAL	LS	1	\$102,003.00	\$102,003.00
209	RAW WATER VALVE VAULT – STRUCTURAL	LS	1	\$324,806.00	\$324,806.00
210	RAW WATER VALVE VAULT – MECHANICAL	LS	1	\$259,349.00	\$259,349.00
211	16-INCH WWR PIPELINE	LF	150	\$410.00	\$61,500.00
212	16-INCH WWR CONNECTIONS TO EXISTING	LS	1	\$29,994.00	\$29,994.00
213	VACAVILLE TREATED WATER VALVE VAULTS – DRAIN SUMP PUMP AND PIPING	LS	1	\$7,149.00	\$7,149.00
214	FAIRFIELD TREATED WATER VALVE VAULT – DRAIN SUMP PUMP AND PIPING	LS	1	\$9,417.00	\$9,417.00
215	RAW WATER VALVE VAULT – DRAIN SUMP PUMP AND PIPING	LS	1	\$10,661.00	\$10,661.00
216	VACAVILLE TREATED WATER VALVE VAULT – ELECTRICAL	LS	1	\$62,063.00	\$62,063.00
217	FAIRFIELD TREATED WATER VALVE VAULT - ELECTRICAL	LS	1	\$101,030.00	\$101,030.00
218	RAW WATER VALVE VAULT – ELECTRICAL	LS	1	\$78,164.00	\$78,164.00
219	RAW WATER VALVE VAULT – DRIVEWAY	LS	1	\$48,519.00	\$48,519.00
220	DIFFERING SITE CONDITIONS WORK	AL	1	\$40,000.00	\$40,000.00
TOTAL BID PRICE				\$1,952,817.00	

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

CITY OF FAIRFIELD

Alveda Henry, Deputy
City Clerk

By:

[Signature]
City Manager

[Signature]

TNT INDUSTRIAL CONTRACTORS, INC.
Contractor

By:

[Signature]

Joshua Twist, President
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A, B
b. Number: 622974
c. Expiration Date: 07/31/2019
FEI Number: 68-0248760

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SITE PIPING, VALVES AND VAULTS IMPROVEMENTS PROJECT**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed (**anticipated award April 3, 2018, anticipated Notice to Proceed and access to NBR Plant June 4, 2018**) and shall diligently prosecute the same to completion by **February 1, 2019**.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1

Date: 02/21/2018

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SITE PIPING, VALVES AND VAULTS IMPROVEMENTS PROJECT**

BID SCHEDULE

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
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203	SHORING AND BRACING	LS	1	296,053	296,053
204	SITE CLEARING AND GRUBBING	LS	1	8,574	8,574
205	VACAVILLE TREATED WATER VALVE VAULT - STRUCTURAL	LS	1	191,149	191,149
206	VACAVILLE TREATED WATER VALVE - MECHANICAL	LS	1	58,125	58,125
207	FAIRFIELD TREATED WATER VALVE VAULT - STRUCTURAL	LS	1	190,707	190,707
208	FAIRFIELD TREATED WATER VALVE VAULT - MECHANICAL	LS	1	102,003	102,003
209	RAW WATER VALVE VAULT - STRUCTURAL	LS	1	324,806	324,806
210	RAW WATER VALVE VAULT - MECHANICAL	LS	1	259,349	259,349
211	16-INCH WWR PIPELINE	LF	150	410	61,500
212	16-INCH WWR CONNECTIONS TO EXISTING	LS	1	29,994	29,994
213	VACAVILLE TREATED WATER VALVE VAULTS - DRAIN SUMP PUMP AND PIPING	LS	1	7,149	7,149
214	FAIRFIELD TREATED WATER VALVE VAULT - DRAIN SUMP PUMP AND PIPING	LS	1	9,417	9,417
215	RAW WATER VALVE VAULT - DRAIN SUMP PUMP AND PIPING	LS	1	10,661	10,661
216	VACAVILLE TREATED WATER VALVE VAULT - ELECTRICAL	LS	1	62,063	62,063
217	FAIRFIELD TREATED WATER VALVE VAULT - ELECTRICAL	LS	1	101,030	101,030
218	RAW WATER VALVE VAULT - ELECTRICAL	LS	1	78,164	78,164
219	RAW WATER VALVE VAULT - DRIVEWAY	LS	1	48,519	48,519
220	DIFFERING SITE CONDITIONS WORK	AL	1	\$40,000	\$40,000
TOTAL BID PRICE				1,952,817	

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.



3600 51st Avenue
Sacramento, CA 95823
Tel: (916) 395-8400
Fax: (916) 395-8429
tntindustrial.com

Three Projects Completed In The Last Five years with Similar Scope and Contract Value

1. Waterman Water Treatment Plant C02

Date Completed ;08/2015

Owner: City of Fairfield

Owners Rep.: Thomas Martin

Owners Phone: 707-428-7478

MWH Engineers

Construction Time: 180 Calendar Days

Cost: \$ 381,089.00

Replace Valves in Gallery.

2.AMPOA Water System Improvements, Colfax ,Calif.

Date Completed: 07/31/14

Owner: Alpine Meadows Home Owners Association

Owners Rep. and Engineer Kieth Knibbs Sauers Engineering

Engineers Phone: 530-265-8021

Construction Time: 220 Calendar Days

Cost:\$ 1,188,718.00

Construction of New Water Treatment Plant and Concrete Structure, Valves UG/ 30 "
Contact Piping

3. SKF Sanitary District Headworks Improvements and Effluent Pump Station

Date Completed: 10/2013

Owner: Selma, Kingsburg, Fowler Sanitary District

Owner rep. Ms. Veronica Cazares 559-897-6500

Construction Time: 380 Calendar days

Engineer: Herwit Engineering Gregory Harris 925 672 6599

Cost: \$ 5,872,223.00

Reconstruct existing headworks including new valve and effluent pump station.

4.Digester 8 Rehabilitation Project Valve Replacement

Owner: Sacramento County Regional Sanitary District

Owner rep. Guillermo Robles P.E. 916-875-9217

Construction Time:120 Calendar Days

In House Engineering.

Cost: 933,363.00

Rehabilitate digester 8 replace valves.

5. NBR WTP Filter # 5 Valve Replacement

Owner: City Of Fairfield

Owner Rep. Brandon Hiltman 707-437-5381

Construction Time; 45 calendar days

Replace Filter to Waste Valve 16",Effluent valve 24",Backwash Valve 30"

California Contractor's Lic. # 622974
Nevada Contractor's Lic. # 0072754

A - General Engineering Contractor
B - General Building Contractor

MINORITY BUSINESS ENTERPRISE/SMALL BUSINESS ENTERPRISE





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Experience in Self Performance for Various Projects

- CS, SS, Aluminum, Pipe Fitting, Welding and Installation. (Union Pipefitters)
- ASME Pressure vessel repairs... certified (Union Pipe Fitters Plumbers)
- Rigging Mechanical and Industrial equipment placement and moving. (Union Millwrights)
- Conveyor Systems(Union Millwrights)
- Pump Installation
- Chiller ,Cooling Tower Installation(Millwrights, Pipefitters)
- Control Valve and Flow meter installation.(Pipefitters)
- Structural Steel Platforms and Pipe Supports (Union Millwrights, Pipefitters)
- Structural Concrete (Union Laborers, Carpenters)
- Steel Building(carpenters)
- PE, Fiberglass pipe and ductwork(Millwrights Pipefitters)
- Startup Commissioning of Mechanical Systems.
- Steam, Industrial pipe systems(Pipefitters)
- Compressed Natural Gas... Compressor and fill station system installations.
- Excavation and Backfill of various structures.
- Manholes, wet wells, headworks, screw pumps, aeration system installations.
- Clarifiers, Digesters retrofit and installation.
- Headworks and live Pump station retrofit and remodel, Sanitary Sewer Bypasses.
- Commercial Building Remodel and Tenant Improvements.
- Facility Maintenance Services.
- Light Crane and rigging services.
- Underground Pipelines water, natural gas, CNG, drainage, SS, industrial water, compressed air, steam, chemicals, methane.
- Flare Installation, landfill and leachate recovery systems.
- Certified PE Pipe fusion.
- Certified and Xray quality pipe welding
- ASME XVII pressure vessel repair certified.

California Contractor's Lic. # 622974
Nevada Contractor's Lic. # 0072754

A - General Engineering Contractor
B - General Building Contractor

MINORITY BUSINESS ENTERPRISE/SMALL BUSINESS ENTERPRISE





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Fax: (916) 395-8429
tntindustrial.com

Current TNT Projects

Cal American Water Service
Isleton Storage Tank and Pumping Station
Contract Amount: \$ 2,542,702.00
Completed : 65%
Representative: *Tim Hasler* 916- 568- 4292

Sacramento Regional County Sanitary District
Digester 5, 6, 7
Contract Amount: \$ 7,877,335.00
Completed : 5%
Representative: *Guillermo Robles P.E.* 916- 875- 9217

City of Modesto
Grogan Park Production Well
Contract Amount; \$ 2,027,645 .00
Completed 5%
Representative: *Jerry Casado* 209 577-5314

California Contractor's Lic. # 622974
Nevada Contractor's Lic. # 0072754

A - General Engineering Contractor
B - General Building Contractor

MINORITY BUSINESS ENTERPRISE/SMALL BUSINESS ENTERPRISE



ATTACH TO THIS BID a list of THREE (3) projects completed by the Contractor during the last FIVE (5) years involving work of similar type and complexity. The list shall include the following information as a minimum:

- Names, address, and telephone number of owner
- Name of project
- Location of project
- Brief description of the work involved
- Quantity of coated area in square feet in each case
- Contract amount
- Date of completion of contract
- Name, address, and telephone number of architect or engineer
- Name of owner's project engineer

To be considered for award, the Contractor shall have completed at least THREE (3) projects of similar type and complexity and comparable value within the last 5 years.

The Contractor shall be experienced and familiar with the installation of concrete vaults, large diameter reinforced concrete pipe, and large diameter butterfly valves.

The North Bay Regional Water Treatment Plant Site Piping, Valves, and Vaults Improvements Project includes, but is not limited to, furnishing and installing new treated water vaults, new raw water vault, new valves, 16-inch washwater return piping, sump pumps, sump drain piping, electrical conduit, electrical panels, and controls. All equipment shall be installed in accordance with the manufacturer's requirements and recommendations. The Contract includes any other work as shown on the Project Plans, as specified in the Contract Documents, and as directed by the City Engineer. Note: All construction work will actually occur within the North Bay Regional Water Treatment Plant.

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SITE PIPING, VALVES AND VAULTS IMPROVEMENTS PROJECT**

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, CSLB license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid ¹
1) NATIONAL PAINTING & LINING CO JT COATING MURietta, CA 92562	443117	PAINTING	1.5%
2) Fidel ELECTRICAL Pacheco, CA 94553	895636	ELECTRICAL	9%
3) CURTIS TRIPP CONST. Woodland, CA 95776	902805	EXCAVATION & BACKFILL, SHORING	14%
4)			
5)			

Note: Attach additional sheets if required

1. Must be submitted within 24-hours of deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid ¹
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			
12)			
13)			
14)			

TNT Industrial Contractors, Inc.

Name of Firm

3600 51st Avenue, Sacramento, CA 95823

Business Address

916-395-8400

Phone Number

Signature of Responsible Official

Contractor's License:

a. Class: A, B

b. Number: 622974

c. Expiration Date: 07/31/2019

FBI Number: 68-0248760

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

TNT Industrial Contractors, Inc. - Corporation

Joshua Twist, President/Secretary

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

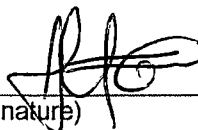
I am the President of TNT Industrial Contractors, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 02/27/18 [date], at Sacramento [city], California [state].

February 27, 2018
(Date)


(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

"See attached California Acknowledgment"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Sacramento

On 02/27/2018 before me, Jannie Ridola, Notary Public,
Date Name and Title of the Officer

personally appeared Joshua Twist
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jannie Ridola
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SITE PIPING, VALVES AND VAULTS IMPROVEMENTS PROJECT**

WHEREAS TNT Industrial Contractors, Inc.

3600 51st Avenue, Sacramento, CA 95823

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Not to exceed ten percent of the bid amount*****

Dollars (\$ Not to exceed 10% of the bid amount*****), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: February 20, 2018

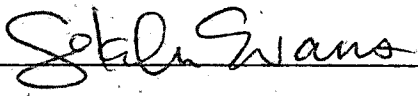
"Contractor"

"Surety"

TNT Industrial Contractors, Inc.

Travelers Casualty and Surety Company of America

By: 
Title

By: 
Title

By: _____
Title

By: _____
Title

Sokha Evans, Attorney-in-Fact

(Seal)

(Seal)

Note: This bond must be dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Sacramento

On 02/20/2018

Date

before me,

Jannie Ridola, Notary Public

Name and Title of the Officer

personally appeared

Joshua Twist

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Jannie Ridola
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

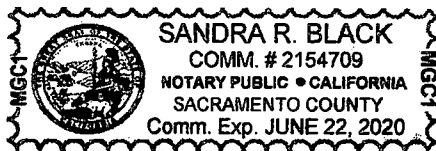
STATE OF CALIFORNIA

County of Sacramento }

On 2/20/18 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sokha Evans

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:
Travelers Casualty and
Surety Company of America

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sokha Evans, of Concord, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this *20th* day of *February, 2018*



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CITY OF FAIRFIELD
STATE OF CALIFORNIA

NORTH BAY REGIONAL WATER TREATMENT PLANT SITE PIPING
VALVES AND VAULTS IMPROVEMENTS PROJECT

Addendum No. 1

February 21, 2018

This constitutes Addendum No. 1 to the Contract Documents for the North Bay Regional Water Treatment Plant Site Piping, Valves and Vaults Improvements Project (Project). The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section), and attach this signed Addendum to the Bidder's Proposal when submitted.

- 1) INCORPORATE the following from the mandatory pre-bid meeting held on February 1, 2018 into the Contract Documents 1) Sign-in-Sheet.

Proposal

- 2) Replace P-3 with the attached sheet P-3A. The following revisions were completed to the Proposal sheet:
 - Added additional bid item (item 220) named "Differing Site Conditions Work". Unit is an allowance (AL) and the quantity for this work item is one (1).

Articles of Agreement

- 3) Replace A-3 with the attached sheet A-3A.

Special Provisions

- 4) On page TOC - ii, add a new section, 221 CASH ALLOWANCE.
- 5) On page SP-7, revise the third and fourth sentence in section 118 WORKING HOURS, to reflect the following:

Depending on the location and scope of work, weekend and night work may be allowed, but not without the express written approval of the City Engineer. For all work being performed during weekends and nights, the Contractor shall be responsible for additional costs including, but limited to the inspector's overtime.

- 6) On page SP-21, add new section, 221 CASH ALLOWANCE, the new section should state the following:

221. CASH ALLOWANCE

- A. This allowance is only to provide for unforeseen conditions work and any additional work which may be required for the installation of the new construction and completion of the Project.
- B. The cash allowance of \$40,000.00 includes the unforeseen conditions work during the construction of the new vaults, installation of the new valves and pipes, and any additional activities required to perform the work that is beyond